



REQUEST FOR QUOTATIONS

The West Virginia Parkways Authority will receive sealed proposals for the following:

Aerial Platform Truck (1)

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Tuesday, January 27, 2015**. If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered / sent to the West Virginia Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Fax bids will not be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority.

All proposals **must** be enclosed in a sealed envelope bearing the name and address of the proposer and clearly marked as follows:

Attn: Purchasing Department

RFQ: Aerial Platform Truck (1)

Bid Opening Date: January 27, 2015

Specifications are available at www.wvturnpike.com

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

The WVPA is an Equal Opportunity Employer.

WEST VIRGINIA PARKWAYS AUTHORITY

SPECIFICATIONS

Aerial Platform Truck

Units: One (1) Aerial Platform Truck

1.0 PURPOSE

These specifications describe an Aerial Platform Truck, (hereinafter referred to as "unit") to be purchased by the West Virginia Parkways Authority (hereafter referred to as "Authority"); define the provisions to be contained in proposals for the sale of said unit to the Authority; establish an enforceable schedule for delivery; and establish criteria for gauging the compliance of the bidder to these specifications.

2.0 BIDDING PROCEDURES

- 2.1** The current purchasing procedures and any new procedures or requirements that are promulgated after the request for bids are issued and which are established by addendum to the requests for bids regarding bidding as established by the Authority shall apply.
- 2.2** Bidders shall return an original set of these specifications along with three (3) copies with all information provided, as requested herein.
- 2.3** Bidders must indicate "comply" or "non-comply" for each specification described in Sections 5.0 and 6.0. The unit must meet the specifications fully in order to be marked "comply". All non-comply answers are to be fully explained on a separate sheet to be attached to the bidders proposal.
- 2.4** FAILURE TO PROVIDE THE INFORMATION REQUESTED IN SECTION 2.3 MAY BE CAUSE TO REJECT THE BID.
- 2.5** It may be determined by the Authority that non-compliance with a unit specification not marked MANDATORY does, or does not, reduce the quality and performance of the affected unit below an acceptable level or that it may or may not represent a best value purchase because of such non-compliance.
- 2.6** Bidders are to submit additional manufacturer's literature and information pertinent to their proposal as may be available.
- 2.7** Bidders may submit more than one proposal if different unit models are to be offered.
- 2.8** Any and all questions pertaining to these specifications or this procurement process must be in writing and submitted to:
 - Ron Whitehair, Deputy Director of Purchasing
 - West Virginia Parkways Authority
 - Fax: (304)256-6674
 - Email: rwhitehair@wvturnpike.com and copy Margaret Vickers, Contract Assistant @ mvickers@wvturnpike.com

3.0 CONDITION OF UNITS UPON DELIVERY

- 3.1** The unit shall arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, coolant, and tire pressure; with all equipment completely assembled, installed and operating as designed; and all required adjustments and corrections made to make the unit immediately ready for its designed and continuous operation. All prescribed precautions pertaining to first operations and break-in of the unit shall be posted conspicuously on the unit for ready observance by the operator.
- 3.2** Upon delivery, the Authority will perform a complete inspection of the unit to assure that it meets the Authority's specifications or accepted alternatives. Final processing for payment may not be initiated until the unit is certified to meet specifications and the operator's, service, shop, maintenance, and parts manuals and the Certificate of Origin or Title are received.

4.0 AWARD CRITERIA

- 4.1** It is the Authority's intent to open this procurement to a wide audience of bidders. The specifications outlined herein are general in nature describing a unit that the Authority feels best meets its needs. However, the Authority will consider any reasonable alternates to the specifications if the bidder can demonstrate that the proposed alternate is comparable in performance, quality and functionality.
- 4.2** The Authority realizes that certain models can have features beneficial to the Authority even though such features may not be specifically described in the technical specifications, Section 6.0. The vendor is to submit available literature and supporting documentation describing the unit in as much detail as possible. If the vendor wishes to point out certain beneficial features of his proposed unit, it may do so in a separate document included in its bid submittal package. In evaluating the bids the Authority may consider any special or unique features not included in the technical specifications. The Authority will award the bid to the vendor that provides the best overall value to the Authority whether or not the vendor has the lowest bid.
- 4.3** The Authority reserves the right to reject any or all proposals or to waive any non-consequential irregularities or informalities in proposals received. The Authority reserves the right to accept the proposal that will, in the Authority's judgment, best serve the interest of the Authority regardless of whether such proposal is the lowest cost submitted.

5.0	GENERAL SPECIFICATIONS	Comply	Non Comply
5.1	IDENTIFICATION OF THE UNIT BEING PROPOSED	_____	_____
	<p>The bidder shall identify the unit by manufacturer, model, series and year of manufacture, so as to enable identification by the Authority in the manufacturer's sales literature on the proposed unit. The bidder shall submit complete descriptive literature showing that the proposed unit is the manufacturer's most current model, including latest engineering improvements, which have been, or shall imminently be, regularly advertised and sold on the open market. The description of the unit shall also be sufficient to assure the Authority that specifications will be met without improvising, modifying, or augmenting a basically standard unit beyond those variations contained in the manufacturer's regularly advertised specifications.</p>		
5.2	DELIVERY POINT AND DELIVERY SCHEDULE	Comply	Non Comply
	<p>Delivery point of completely assembled unit will be to the West Virginia Parkways Authority, 265 Neptune Drive, Beckley, WV 25801 within ninety (90) calendar days after the date of the purchase agreement, by the successful bidder. Marking "comply" to this specification indicates that the bidder <u>WILL</u> deliver the unit in ninety (90) days. If the unit is not delivered within ninety (90) days, or alternate days proposed, the Authority has the right to: (1) cancel the award and negotiate with the second highest ranked bidder; or (2) assess a liquidated damages penalty against any successful bidder that fails to deliver the unit within the specified time period of \$25.00 per day for each day beyond the specified deadline for delivery. Any delays occasioned by forces outside the control of bidder will be taken into consideration by the Authority when assessing any penalty.</p>	_____	_____
5.3	OPERATING AND SERVICE MANUALS AND PARTS LISTS	Comply	Non Comply
	<p>One (1) operator manual shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, shop, or maintenance manual, and one (1) parts manual included with the total delivery.</p>	_____	_____

		Comply	Non Comply
5.4	MANUFACTURER’S WARRANTY AND SERVICE POLICY	_____	_____
	<p>The manufacturer's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized/franchised unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia and within a radius of 80 miles from the delivery point. The applicable warranty or service policy shall not be contingent upon obtaining routine service lubrication and servicing of the unit from a factory-authorized agency. It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost (including labor cost) to the Authority. <u>The unit shall be accompanied upon delivery by the unit manufacturer's properly executed warranty or service policy. Unit shall be warranted against manufacturing defects for not less than twelve (12) months from date of delivery and shall include other warranty requirements as may be specified in Section 6.</u></p>		
5.5	PARTS AND SERVICE DISCOUNTS	_____	_____
	<p>The bidder shall specify the amount of discount it will grant to the Authority on parts and labor for the first year that the Authority has the unit in operation. Discount on labor should be that percentage discounted from the usual and normal hourly or flat rate shop rate charged to retail customers for the same type of work done. Discount on parts should be that percentage discounted from manufacturer's list price.</p> <p>Discount on labor: _____</p> <p>Discount on Parts: _____</p>		
6.0	TECHNICAL SPECIFICATIONS		
6.1	Aerial Configuration		
6.1.1	Unit shall be a high reach aerial device that reaches ninety (90) feet, mounted on a cab & chassis that is of the unit manufacturers recommendation	_____	_____
6.1.2	Boom shall consist of four (4) sections with three (3) sections telescoped hydraulically	_____	_____

		Comply	Non Comply
6.1.3	The boom shall attain an arc of travel no less than eighty (80) degrees above horizontal to eighteen (18) below horizontal, ninety eight (98) degrees total	_____	_____
6.1.4	All edges on the unit and the booms shall be rounded off for safety	_____	_____
6.2	Aerial Platform		
6.2.1	Aerial device shall be provided with one (1) rotating platform manufactured of steel	_____	_____
6.2.2	Platform shall include a hydraulic rotator capable of allowing the operator to rotate the platform up to plus or minus (+/-) ninety (90) degrees	_____	_____
6.2.3	Platform should be supported by an inverted “A” sub-frame	_____	_____
6.2.4	Platform to be rectangular in shape	_____	_____
6.2.5	Platform dimensions to be forty by seventy two inches (40” X 72”)	_____	_____
6.2.6	Platform rails should be at least forty (40) inches in height	_____	_____
6.2.7	Platform shall be built per <u>ANSI A92.2</u>	_____	_____
6.2.8	Platform shall be equipped with safety chain on opening	_____	_____
6.2.9	Platform shall be equipped with two (2) safety lanyard attachments	_____	_____
6.2.10	Platform shall be equipped with LED work light. Work light shall include an on/off switch	_____	_____
6.2.11	Platform rated capacity shall be no less than six hundred (600) pounds in any boom position	_____	_____
6.3	Aerial Boom Construction		
6.3.1	Aerial device shall be provided with one (1) rotating platform manufactured of steel	_____	_____
6.3.2	The boom assembly shall include heavy-duty cylinder fittings, heavy pivot pins and replaceable, ultra-high molecular weight polyethylene wear plates	_____	_____
6.3.3	The boom shall be equipped with a steel cable carrier mounted external to the boom	_____	_____
6.3.4	The cable carrier shall be stowed in the open without cover	_____	_____
6.4	Aerial Boom Lift	Comply	Non Comply
6.4.1	Boom lift shall be accomplished with a double-acting cylinder	_____	_____

6.4.2	Boom lift cylinder shall come equipped with a holding valve to prevent boom from falling in event of hose failure	_____	_____
6.5	Aerial Boom Extension		
6.5.1	No cables shall be used to extend the boom	_____	_____
6.5.2	Trunnion mounted cylinder, outside the main boom section, will extend the next-to-largest boom section	_____	_____
6.5.3	The cylinder shall be pinned in place and equipped with holding valves for both in and out	_____	_____
6.6	Unit Performance		
6.6.1	Attainable height of the unit as measured from ground level to the bottom of the platform shall be no less than ninety (90) feet	_____	_____
6.6.2	The maximum attainable horizontal reach of the unit as measured from the centerline of rotation to the centerline of the platform shall not be less than fifty nine (59) feet	_____	_____
6.7	Mounting		
6.7.1	Aerial turret box shall be sub-framed mounted to the chassis of the carrying vehicle by bolting. If sill strips are used, they must be made of steel. Wood or other organic materials are not acceptable	_____	_____
6.7.2	Aerial unit turret shall be located behind the cab of the carrying vehicle so that the platform will stow at the rear of the vehicle	_____	_____
6.7.3	Overhang of the stowed aerial device in relationship with rear bumper of the vehicle will not exceed thirty six (36) inches	_____	_____
6.7.4	The unit, when mounted on the carrying vehicle and in stowed position, shall not exceed a thirteen feet six inch (13'6") travel height (as measured from the highest point of the unit to ground level).	_____	_____
6.7.5	Torque frame from main to rear outriggers to be a box structure	_____	_____
6.8	Boom Storage		
6.8.1	The vehicle shall be provided with a permanently installed boom rest at the rear of the bed	_____	_____
6.8.2	The boom rest shall be of adequate design as to withstand stow loads from the unit and withstand five hundred (500) pounds applied in any direction without deformation	_____	_____

6.9	Turret and Turret Bearing	Comply	Non Comply
6.9.1	The turret shall be of one-piece weldment with reverse offset design	_____	_____
6.9.2	The turret shall rotate on a ball bearing	_____	_____
7.0	Rotation		
7.0.1	Unit shall provide continuous turret rotation without no stops	_____	_____
7.0.2	A hydraulic motor, driving the turret through a self-locking worm gearbox (no brake) shall accomplish rotation. The gearbox is mounted on turret above rotation	_____	_____
7.1	Leveling		
7.1.1	The units platform shall be self-leveling	_____	_____
7.1.2	The leveling system shall be permanently connected to the boom valve bank and be capable of being remotely re-leveled with an electrical switch in the platform	_____	_____
7.2	Stability		
7.2.1	Completed unit shall be stability tested prior to delivery and shall be in conformance with <u>ANSI A92.2.</u>	_____	_____
7.3	Emergency Lowering		
7.3.1	Unit shall be provided with a 12V emergency lowering system	_____	_____
7.3.2	Switches shall be located at both the lower controls and upper controls	_____	_____
7.4	Hydraulic System		
7.4.1	The hydraulic system to be of an open center design with 3,000-psi minimum design pressure	_____	_____
7.4.2	The hydraulic pump to be a gear type pump	_____	_____
7.4.3	The hydraulic pump to be driven by a hot-shift PTO mounted to the transmission	_____	_____
7.4.4	The PTO to include an indicator / warning light	_____	_____
7.4.5	The hydraulic pump to be flange mounted to the PTO by means of an S.A.E. type flange mount	_____	_____
7.4.6	The load bearing ends of all hydraulic cylinders to be equipped with check or counter balance valves capable of hydraulically locking the cylinder and preventing movement of the cylinder in the event of loss of hydraulic power or line failure	_____	_____
7.4.7	Hydraulic oil reservoir to be properly labeled near the filling opening	_____	_____

		Comply	Non Comply
7.4.8	Hydraulic oil reservoir to be mounted to the side of the sub frame below the bed	_____	_____
7.4.9	Hydraulic oil reservoir filler should be easily accessible and have a removable strainer	_____	_____
7.4.10	Hydraulic oil reservoir should have sight level gauge and warning light that comes on to warn of high heat temperatures	_____	_____
7.4.11	Hydraulic oil shall be supplied to the turret-mounted control valve through a rotary manifold	_____	_____
7.4.12	All cylinders, control valves, hoses and hydraulic fittings shall be of domestic convention (no metric adapters permitted)	_____	_____
7.4.13	All high-pressure hose shall be wire braided reinforced with a minimum safety factor of 4:1	_____	_____
7.4.14	All cylinders should have micro-honed I.D. cylinder tubing, chrome shafts, top grade packing and protective rod wraps	_____	_____
7.4.15	The hydraulic filtration system should consist of a suction strainer, return line filter capable of providing 10 micron nominal filtration, and a pressure filter capable of providing 5 micron nominal filtration	_____	_____
7.5	Outriggers		
7.5.1	The unit shall be stabilized by five (5) hydraulically operated outrigger assemblies. Two (2) left side, Two (2) right side and one (1) front	_____	_____
7.5.2	The main and secondary outriggers shall be long stroke “MH” style type out-and-down design for thirty two (32) inch guardrail clearance and eighteen (18) feet of horizontal spread. The vertical legs shall telescope under the bed floor	_____	_____
7.5.3	Horizontal and vertical movement of the main outrigger shall be individually controlled	_____	_____
7.5.4	Front should be stabilized with an outrigger on front bumper with mounting brackets to truck frame. Minimum twenty (20) inch front frame extensions and stationary front grill must be provided to adequately mount front stabilizer	_____	_____
7.5.5	Vertical outrigger cylinders should be of the double acting type equipped with integral pilot operated check valves capable of preventing dirt from both the retracted and the extended positions even in the event of loss of hydraulic power or line failure	_____	_____
7.5.6	Main and secondary outrigger assemblies shall be solidly mounted to the sub-frame assembly	_____	_____

		Comply	Non Comply
7.5.7	Penetration of outrigger shoes shall not be less than six (6) inches below normal ground level	_____	_____
7.5.8	Automatic safety rotation lockout feature to prevent boom from rotating to side where MH outriggers are not fully extended horizontally	_____	_____
7.5.9	The unit shall have pin-on outrigger extensions	_____	_____
7.6	Operator Control System		
7.6.1	The medium for transmitting control signals from the platform to the lower control station shall be by means of wireless radio controls with hard wire to platform	_____	_____
7.6.2	The aerial device controls located at the platform shall consist of six (6) single-axis control handles for operating boom extension, lift, boom rotation, platform rotation, boom winch and jib winch. Actuation of these six (6) functions shall be accomplished by means of proportional electric controls	_____	_____
7.6.3	Controls shall meter pilot operated pressure compensated modulating valves	_____	_____
7.6.4	Control handles shall incorporate safety collars for unlocking handles prior to movements	_____	_____
7.6.5	The aerial device controls located at the platform shall include a remote chassis engine start-stop system	_____	_____
7.6.6	The lower boom controls shall have individual control valve handles to override each boom function	_____	_____
7.6.7	The lower boom controls shall be mounted on the curbside of the turret above rotation	_____	_____
7.6.8	The lower controls shall include engine speed and start/stop switches, along with the upper/lower controls switch to override upper controls	_____	_____
7.6.9	The outrigger-boom selector shall be mounted at the rear under the bed	_____	_____
7.6.10	The outrigger controls shall include a truck level bull's eye	_____	_____
7.7	Body		
7.7.1	The unit bed to be no less than twenty-six feet (26') long with a minimum 3/16" tread plate floor with grip deck coating	_____	_____
7.7.2	A Standard DOT type bumper shall be installed at the rear of bed with LED taillights	_____	_____

		Comply	Non Comply
7.7.3	Bolt on tie down rails shall be installed on both sides of bed	_____	_____
7.7.4	Steps shall be provided on each side at the front of the body to provide access to the walk-around control platform with non-slip steps and grab handles	_____	_____
7.7.5	Four (4) underbody mounted tool boxes, 18" X 18" X 36". Two (2) mounted behind drive axles and two (2) mounted ahead of drive axles. Tool boxes painted black to match body	_____	_____
7.7.6	LED lighting package to include all bed marker, stop, tail and turn signal lights	_____	_____
7.7.7	Rear mud-flaps to be included	_____	_____
7.8	Heavy-Duty Hydraulic Boom and Platform Winches		
7.8.1	Winch shall be two (2) speed planetary rated for fourteen thousand pound (14,000 lb.) bare drum with integral load-holding brake	_____	_____
7.8.2	Winch shall be mounted at the base of the boom for a long fleet angle and flat, level spooling of cable	_____	_____
7.8.3	The winch shall be supplied with two hundred and fifty feet (250') of ½ inch diameter OSHA approved cable and a weighted swivel hook	_____	_____
7.8.4	Unit shall be equipped with an anti-2 block switch, weight, and hydraulic valve to protect the unit from damage due to lifting the hook into the boom	_____	_____
7.8.5	Unit should be equipped with a load indication system. This system should be wireless and digital	_____	_____
7.8.6	Five (5) ton dead end snatch block shall be provided to operate with two-part line	_____	_____
7.8.7	Required lifting rating Twelve-hundred pounds (1,200 lbs.) at fifty-nine feet (59') radius at two feet (2') radius with platform removed	_____	_____
7.8.8	Main boom section shall be equipped with a retainer at platform end to stow cable when not in use	_____	_____
7.8.9	Platform mounted two (2) piece jib with floor mounted hydraulic winch rated for one-thousand pounds (1,000 lbs.) with integral load-holding brake. This jib winch should have a wireless load indication system	_____	_____
7.9	Miscellaneous		
7.9.1	A 110-volt duplex receptacle shall be accessible to the operator in the platform for using electric tools	_____	_____

		Comply	Non Comply
7.9.2	Boss Infinity forty-five (45) below deck rotary screw air compressor or equal. Compressor to be equipped with air inlet filter, oil cooler system and a pressure regulator in a self-contained system	_____	_____
7.9.3	A 3/8 airline plumbed from compressor to platform	_____	_____
7.9.4	Steel cable carrier covers	_____	_____
7.9.5	Two (2) strobe lights, one mounted on each side of the turret near top with switch in cab	_____	_____
7.9.6	A 12/2400 Watt Pure Sine power inverter to be mounted in curbside front toolbox. Wire inverter output into 15amp circuit breaker box and then to aerial device to provide 120V to GFI outlet at upper controls	_____	_____
7.9.7	Five (5) 24" X 24" X 1" high density polyethylene outrigger pads with easy on board storage	_____	_____
7.9.8	One (1) set of rubber wheel chocks with holders	_____	_____
8.0	Cab Equipment		
8.0.1	The master control switch with indicator lights shall be installed in the truck cab	_____	_____
8.0.2	U/L approved 2.5 lb., 5-BC dry chemical fire extinguisher shall be installed in the truck cab	_____	_____
8.0.3	A holder for operator manuals shall be provided	_____	_____
8.1	Placards/Decal Labels, Manuals, Video, Etc.		
8.1.1	Each control and switch shall be clearly labeled to define function and direction of operation	_____	_____
8.1.2	Two (2) safety harnesses and seventy-two inch (72") lanyards shall be delivered with the unit	_____	_____
8.1.3	Two (2) complete sets of operating, service, maintenance and parts manuals applicable to the aerial unit shall accompany delivery of unit	_____	_____
8.1.4	One (1) safety and operating video, covering safe use of the manufacturer's products shall accompany the vehicle at the time of delivery	_____	_____
8.2	Unit Paint Options		
8.2.1	Hi-reach unit to be painted to the manufacturer's standard color scheme	_____	_____

8.3	Chassis Options	Comply	Non Comply
8.3.1	This is a combined specification of an aerial unit mounted on a cab and chassis. It is the responsibility of the chassis supplier to ensure the chassis meets the minimum specifications set forth by the manufacturer of the ninety (90) foot Aerial High Reach Machine	_____	_____
8.3.2	2015 model year conventional cab and chassis with Forty-Two inch (42”) set-back front axles	_____	_____
8.3.3	Engine shall have an engine brake or exhaust brake	_____	_____
8.3.4	A diesel engine providing a minimum of Three-Hundred and Fifty (350) horsepower and One-Thousand (1,000) ft./lbs. of torque	_____	_____
8.3.5	Exhaust system from the trucks engine should be directed away from the curb-side operator to prevent the operator from being exposed to diesel fumes	_____	_____
8.3.6	Allison Thirty-Five Hundred (3,500) Six (6) speed automatic transmission with PTO provision	_____	_____
8.3.7	GVWR: Sixty-Thousand pound (60,000 lbs.)	_____	_____
8.3.8	Forty-Thousand (40,000) pound extra heavy duty rear suspension	_____	_____
8.3.9	Must have locking differential	_____	_____
8.3.10	Front tires: 425/65R 22.5	_____	_____
8.3.11	Rear tires: 11R/22.5	_____	_____
8.3.12	Air ride seat for driver’s side and passenger’s side	_____	_____
8.3.13	Power windows and door locks	_____	_____
8.3.14	Truck shall have heat and air conditioning	_____	_____
8.3.15	Exterior color of cab to be White	_____	_____
8.3.16	Chassis manufacturer shall include a service manual, parts manual, and an operators manual with the unit upon delivery	_____	_____

BID SUBMISSION PAGE

Aerial Platform Truck (1)

January 27, 2015

Manufacturer: _____

Model Year: _____

Model Number: _____

TOTAL COST \$ _____

ALL PRICES ARE FOB DESTINATION: BECKLEY, WV 25801

SUBMITTED BY:

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

COMPANY CONTACT _____

SIGNATURE _____

VENDOR REGISTRATION NUMBER _____

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The Authority may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Authority.
2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

Rev. 9/25/07

WV PARKWAYS AUTHORITY
Purchasing Department

STATE OF WEST VIRGINIA

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____. My

Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

Rev. 07/12